RETURN DATE: JUNE 28, 2022 : SUPERIOR COURT U.S. BANK NATIONAL ASSOCIATION, : J.D. OF DANBURY

AS TRUSTEE, FOR THE GSAMP TRUST 2006-NC1 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-NC1

VS. : AT DANBURY

DUNN, CASSANDRA, ET AL : June 3 , 20 22

COMPLAINT

- On July 21, 2005, Stephen C. Dunn and Cassandra F. Dunn owed Equity Direct Mortgage Corp. \$513,500.00, as evidenced by a promissory note for said sum dated on said date, and payable to the order of Equity Direct Mortgage Corp. with interest from said date, in monthly installments of principal and interest.
- 2. On said date, by a deed of that date, said Stephen C. Dunn, Cassandra F. Dunn and Clarence Fischer, to secure said note, mortgaged to Equity Direct Mortgage Corp. the premises known as 24 Lyndenwood Drive, Brookfield, Connecticut, and described in Exhibit A attached hereto and made a part hereof.
- 3. Said mortgage deed was recorded on the Brookfield Land Records on August 8, 2005 in Volume 519 at Page 855.
- 4. Said Mortgage should have been assigned to U.S. Bank National Association, as Trustee, for the GSAMP Trust 2006-NC1 Mortgage Pass-Through Certificates, Series 2006-

NC1, but the Defendant, Equity Direct Mortgage Corp. has failed, neglected or refused to do so.

- 5. Clarence Fischer died on September 9, 2007.
- 6. On or before March 17, 2022, the Plaintiff became and at all times since then has been the party entitled to collect the debt evidenced by said note and is the party entitled to enforce said mortgage. The unpaid balance due pursuant to the terms of said note is \$520,330.35, plus interest from June 1, 2021 and late charges and collection costs, that have not been paid although due and payable.
- 7. Said note and mortgage are now in default by virtue of nonpayment of the monthly installments of principal and interest due on July 1, 2021 and each and every month thereafter, and the Plaintiff has exercised its option to declare the entire balance of said note due and payable.
- 8. The following encumbrances of record upon the property sought to be foreclosed are prior in right to the Plaintiff's mortgage and are not affected by this action:
- (a) Any taxes due the Town of Brookfield that remain outstanding and properly perfected as of the date hereof pursuant to applicable law.
- 9. On the aforementioned piece of property, the following interests are claimed which are subsequent to Plaintiff's said mortgage:

- (a) The Defendant, Equity Direct Mortgage Corp, may claim an interest in the mortgage which is the subject of this foreclosure action and is named as a defendant herein pursuant to Connecticut General Statutes Section 49-17. The Plaintiff is the current owner of the loan and the party entitled to collect the debt evidenced by the promissory note referenced in Paragraph 1 above but has been unable to obtain an assignment of the mortgage from Equity Direct Mortgage Corp., which is the last mortgagee of record.
- Upon information and belief, the Defendants, Stephen C. Dunn and Cassandra F. Dunn, are the owners of record and in possession of said premises.

WHEREFORE, The Plaintiff claims:

- 1. A foreclosure of said mortgage, including when applicable, a foreclosure of said mortgage pursuant to Connecticut General Statutes Section 49-17.
- 2. Immediate possession of the mortgaged premises.
- 3. A deficiency judgment. No deficiency will be sought against any person whose obligation under the subject promissory note has been heretofore or hereafter discharged in bankruptcy.
- 4. The appointment of a receiver to collect rents and profits accruing from the premises.
- 5. Reasonable attorney's fees and costs.
- 6. Such other relief and further equitable relief as may be required.

NOTICE: THE LAW FIRM OF BENDETT & MCHUGH, P.C. IS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY WHICH DISCHARGED THIS DEBT, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

This action is within jurisdiction of the	ne Superior Court.	
Dated at Farmington, Connecticut,	June 3	, 20 22 .

THE PLAINTIFF, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE GSAMP TRUST 2006-NC1 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-NC1

By 430738

Dominick Neveux
Bendett & McHugh, P.C.
Its Attorneys
270 Farmington Avenue, Suite 151
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(860) 677-2868
Juris No. 102892

RETURN DATE: JUNE 28, 2022

SUPERIOR COURT

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE GSAMP TRUST 2006J.D. OF DANBURY

NC1 MORTGAGE PASS-THROUGH

CERTIFICATES, SERIES 2006-NC1

VS.

AT DANBURY

DUNN, CASSANDRA, ET AL

June 3

, 20 22

STATEMENT OF AMOUNT IN DEMAND

The amount, legal interest or property in demand is \$15,000.00 or more, exclusive of interest and costs.

> PLAINTIFF, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE GSAMP TRUST 2006-NCI MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-NC1

430738

Dominick Neveux Bendett & McHugh, P.C. Its Attorneys 270 Farmington Avenue, Suite 151 Farmington, CT 06032 (860) 677-2868 Juris No. 102892

CLC/6000FC-202214866

Rev.053119



Exhibit "A"

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS THEREON, BEING SHOWN AND DESIGNATED AS LOT #12 ON A CERTAIN MAP ENTITLED, "MAP SHOWING REVISED LOTS 12 & 13 'LYNDENWOOD IN BROOKFIELD', PREPARED FOR CHARTER GROUP, INC. LYNDENWOOD DRIVE BROOKFIELD, CONNECTICUT NOVEMBER 22, 1993 GRAPHIC SCALE 1"= 50 FT," PREPARED BY C.JAMES OSBORNE, JR., R.L.S.P.C. NEW MILFORD, CONNECTICUT, WHICH MAP IS ON FILE IN THE OFFICE OF THE TOWN CLERK OF THE TOWN OF BROOKFIELD AS MAP #384, TO WHICH REFERENCE IS HEREBY MADE.

TOGETHER WITH THE RIGHT TO PASS AND REPASS IN COMMON WITH OTHERS ON AND OVER THE ROADWAY DESIGNATED AS LYNDENWOOD DRIVE, AS SHOWN ON THE SUBDIVISION MAP ON FILE IN THE OFFICE OF THE TOWN CLERK OF THE TOWN OF BROOKFIELD AS MAP NO. 28 IN MAP BOOK 32.

TOGETHER WITH THE RIGHT TO PASS AND REPASS OVER THAT PORTION OF LOT 13 AS SHOWN ON FILED MAP #384 IN THE BROOKFIELD LAND RECORDS AND AS SET FORTH IN THAT CERTAIN DEED FROM CHARTER GROUP, INC. TO PAUL M. LOFTUS AND BARBARA A. LOFTUS DATED JULY 9, 1992 AND RECORDED IN VOLUME 256 AT PAGE 284 OF THE BROOKFIELD LAND RECORDS.

Received for Record AUG -8 7005

at __ h 45 m _ L M and recorded by

| Scale | 88 |
| BROOKFIELD TOWN CLERK

Property of TS Connections, LLC Last Revised 10/31/2007